

Terms and Conditions for Liability Insurance for the Owner of a Flat or Real Estate
Terms KVA 290.5, valid from 1 January 2026

This is a translation of the original Finnish insurance Terms and Conditions 'Kiinteistön ja huoneiston omistajan vastuuvakuutusehdot'. In case of discrepancy, the Finnish wording prevails.

The content of the Liability Insurance comprises the Policy Document, these Insurance Terms and Conditions and the General Terms and Conditions.

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1 Object of insurance and validity

The Insured are the policyholder and any other owners of the flat or real estate specified in the Policy Document.

The insurance covers the Insured's liability for damages arising from the ownership, management, or maintenance of the flat or real estate specified in the Policy Document.

The insurance is only valid in Finland.

The insurance of real estate liability requires that the building in the same place of insurance is insured. The insurance of flat liability requires that the movable property in the same place of insurance is insured.

If the insurance cover for these expires, so will the liability insurance for the owner of a flat or real estate.

2 Insurance protection

This insurance covers bodily injuries and property damage caused to another party by the Policyholder as the owner of the flat or real estate specified in the Policy Document. The event must be discovered during the insurance period, and the Policyholder must be legally liable for it.

3 Exclusions

The insurance does not cover loss, damage or injury:

- 1) caused to the policyholder, other insured person or persons living permanently in their household. The address entered in the register of the population register authority is considered the place of residence of the Insured.
- 2) caused by the use of a vehicle in accordance with section 2 of the Finnish Motor Third Party Liability Insurance Act in traffic under the Motor Third Party Liability Insurance Act or equivalent foreign legislation. Neither does the insurance cover damage to the above-listed means of transport themselves, caused in said situations.
- 3) for which the Insured is liable solely on the basis of an agreement, commitment or promise, and liability to compensate would not exist without these commitments. These include, for example, damage, defects or deficiencies detected in the object of a real estate deal.
- 4) caused by a defect in workmanship or installation. This exclusion does not apply if the Insured has made an error in workmanship or installation concerning their own or their close relative's property, and this work does not require special qualifications according to the law or regulations, such as electrical and plumbing work.
- 5) caused to movable property that the Insured or another person acting on the Insured's behalf has rented or borrowed from another private person
- 6) caused through wear due to ordinary use or inappropriate care of the property
- 7) caused by water being prevented from entering the floor drain or drainpipe
- 8) cause to the permanent fixtures of the insured real estate or flat. Permanent fixtures of a flat refers to property for whose maintenance the flat owner is responsible under Section 4, Subsections 2–3 of the Finnish Housing Companies Act (1599/2009), and redecorating and refurbishing of the premises.
- 9) caused by the Insured performing service, maintenance or repair work for the housing corporation or joint-stock property company. This exclusion does not apply to damages caused by the Insured while carrying out the above-mentioned work in the yard of their own detached house belonging to a housing company or in an adjoining area, for which the shareholders of the housing company are jointly liable.
- 10) caused by humidity or mildew, which is a result of a permanent circumstance such as a construction method, defective planning, installation or construction, or some other characteristic of a building or structure
- 11) caused by the breakdown of steel oil storage tanks and their pipework unless the tanks have been inspected by an expert service shop at least every 10 years or the measures and repair work suggested by the inspection have not been performed. Storage tanks located in groundwater areas must be inspected at least every five (5) years.
- 12) caused by a cause which is compensable on the basis of a special Act, guarantee, obligation, or other insurance, or from public funds
- 13) caused by the growing of narcotic plants.

4 Compensation

4.1 Basis for compensation

The covered loss or damage must be sudden and the loss (damage) must be determined within one (1) year from the date on which the loss was caused.

This insurance also covers the necessary expenses arising from the prevention of imminent loss or damage covered by this liability insurance and the settlement of liability. Lawyer's fees and legal expenses are covered in accordance with clause 5.1.

4.1.1 Exclusions

The insurance does not cover expenses arising from the correction or redoing of incorrect or incomplete work.

The insurance does not cover fines, contractual penalties or other comparable sanctions.

4.2 Determination of compensation

The indemnification regulations are followed in determining compensation.

In the case of bodily injuries, compensation for medical expenses is paid in accordance with the charge according to the general tariff of public health care.

Medical expenses as a result of damage caused to the pet are covered to the maximum amount of EUR 2,000. In the event of death, only the value of the pet is covered. Any decrease in the value of a pet is not covered.

As regards other animals, medical expenses are covered up to the value of the animal, and in the event of death, only the value of the animal is covered.

If the party suffering loss has contributed to the loss or damage, the policy covers only the part of the loss that corresponds to the insured person's contribution as a party causing damage.

If several persons are jointly and severally liable for the same loss, the policy covers only that part of the loss which corresponds to the Insured's contribution as a party causing damage, or the benefit received by the Insured from the loss or damage. Unless the Insured otherwise demonstrates, the insurance covers no more than that part of the total loss determined on the basis of the number of persons who caused the loss or damage.

The sum insured stated in the Policy Document is the maximum limit of the Insurance Company's liability per insured event. Loss or damage resulting from one and the same act or omission is considered one insured event. The deductible stated in the Policy Document is deducted from the amount of loss covered by the Insurance for each insured event.

5 Measures to be taken after occurrence of loss or damage

The Policyholder must afford the Insurance Company the opportunity to inspect the loss or damage and to contribute towards its amicable settlement.

The Insurance Company will find out whether the Insured is liable to pay compensation and will negotiate with the claimant, if no exclusions are applied to the loss or damage. If the Insured pays the compensation, agrees on payment or accepts the claim, this is not considered binding on the Insurance Company, unless the amount of, and grounds for, compensation are clearly valid.

If the insured event leads to a trial, the Policyholder must immediately notify the Insurance Company of this.

If the Insurance Company notifies the Insured that it is prepared to agree with the injured party on compensating the loss or damage incurred within the limits of maximum liability, but the Insured does not agree to this, the Insurance Company is not liable to compensate for additional costs arising after this, nor to investigate the matter any further.

5.1 Compensation of lawyer's fees and legal expenses

The insurance covers necessary and reasonable lawyer's fees and legal expenses.

Compensation of lawyer's fees and legal expenses requires that:

- the claim is related to an insured event eligible for compensation under the insurance terms
- the Policyholder immediately notifies the Insurance Company if settling the damage requires the use of an external lawyer or will lead to a trial
- the claim report is made to the Insurance Company before legal proceedings begin
- the Insurance Company has had the opportunity to appoint an advocate or other lawyer to represent the Insured.

6 Calculating the insurance premium

Premiums for liability insurance shall be calculated according to the personal qualities of the Policyholder, the Insured, or the possessor of the Insured Interest, such as age, the number of the Insured, the place of residence and the living environment, as well as the insurance and claims history, the Insured Interests and their purpose of use, the scope of cover, and the amount of the deductible.

The insurance provider reserves the right to review the premium at the end of each insurance period based on changes in the age of the insured interests, the policyholder and members of his/her family, the insured persons or the holder of the insured interests. In such cases, the premium is adjusted based on the change in the statistical risk of loss or damage that corresponds to the change in age.

When the effect of age on the risk of loss or damage changes, the insurance company has the right to adjust the premium so as to better reflect the level of risk.

Other circumstances in which the insurance provider can review the premium are listed in the General Terms and Conditions.